

Mr. Melvin Brown  
3701 Twin Lake Court, Apt. 505e  
Baltimore, MD 21244

Plaintiff

v.

Pfizer Inc.  
235 East 42nd Street  
New York, NY 10017

Serve: The Corporation Trust Inc.  
300 E. Lombard St.  
Baltimore, MD 21202

Defendant

\* IN THE UNITED STATES

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DISTRICT COURT

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FOR

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MARYLAND

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AT BALTIMORE

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CLAIM NO.:

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### COMPLAINT

COME NOW the plaintiff, Melvin Brown, by and through counsel, Paul A. Weykamp and the law offices of Paul A. Weykamp, and brings suit against the defendant, Pfizer Inc., and for good cause states:

### PARTIES, JURISDICTION, AND VENUE

1. The plaintiff, Melvin Brown, at all times relevant hereto, has resided in Baltimore, MD, and took the drug CELEBREX® at points in time between 2000 and 2005. As used herein, "plaintiff" shall refer to Melvin Brown unless specifically noted otherwise.
2. Defendant, Pfizer, Inc., a Delaware corporation, authorized to do and doing business in the State of Maryland, with its principal place of business in New York, has committed a tort within the State of

Maryland and may be served with process of this Court in accordance with Rule 4 of the Federal Rules of Civil Procedure through its registered agent for service of process.

4. This Honorable Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332, as the amount in controversy exceeds \$75,000 exclusive of interest and costs and because this action is brought by an individual who is a citizen of a state other than that of the Defendant.

5. Venue is proper in this district pursuant to 28 U.S.C. § 1391. Plaintiff purchased the products that form the basis of this lawsuit in the State of Maryland. At all relevant times herein, Pfizer, Inc. was in the business of designing, manufacturing, marketing, developing, testing, labeling, promoting, distributing, warranting and selling its product, CELEBREX®. Pfizer, Inc. at all times relevant hereto designed, developed, manufactured, promoted, marketed, distributed, tested, warranted and sold in interstate commerce the aforementioned prescription drug. Pfizer, Inc. does substantial business in the State of Maryland and within this Federal District, advertises in this district, received substantial compensation and profits from sales of CELEBREX® in this district, and made material omissions and misrepresentations and breaches of warranties in this district. All conditions precedent have been performed or have occurred. Fed. R. Civ. Proc. 9(c).

### **FACTUAL ALLEGATIONS**

6. Pfizer, Inc. is in the business of designing, manufacturing, marketing, developing, testing, labeling, promoting, distributing, warranting and selling its product, CELEBREX®. Pfizer, Inc., at all times relevant hereto, designed, developed, manufactured, promoted, marketed, distributed, tested, warranted and sold CELEBREX® in the State of Maryland.

7. Plaintiff, ingested CELEBREX® as prescribed and as a result thereof, suffered a Stroke.

8. At all times relevant herein, Plaintiff was unaware of the serious side effects and dangerous properties of the drug as set forth herein.

9. The product in question was designed, formulated, patented, marketed, sold, tested, warranted, and ultimately distributed by the Defendant as CELEBREX®.

10. CELEBREX® is in a class of drugs called non-steroidal anti-inflammatory drugs. It was approved by the Food and Drug Administration for the treatment and management of symptoms of osteoarthritis and rheumatoid arthritis in adults.

11. Pfizer, Inc. originally refused to withdraw CELEBREX® from the market, despite scientific studies documenting greater than triple the risk of heart attacks, strokes and death in connection with the use of CELEBREX®.

12. Defendant materially breached its obligations to consumers, such as the Plaintiff, including but not limited to its design, testing, manufacture, design, warning, marketing, warranting and sale of CELEBREX®.

13. Defendant expressly and/or impliedly warranted to the market, including the Plaintiff, by and through statements made by Defendant or its authorized agents or sales representatives, orally and in publications, package inserts and other written materials to the health care community, that CELEBREX® was safe, effective, fit and proper for its intended use.

14. Defendant was aware of the substantial risks of taking CELEBREX® but failed to fully disclose.

15. Defendant failed to meet the applicable standards of care, which were intended for the benefit of individual consumers such as the Plaintiff, making the Defendant liable for the Plaintiff's injuries.

### COUNT I: NEGLIGENCE

16. The Plaintiff incorporates by reference all other paragraphs of this Complaint as fully set forth herein and further allege:

17. Defendant Pfizer and its representatives were merchants or sellers of CELEBREX®.

18. Despite the fact that Defendant Pfizer knew, or should have known that CELEBREX® could cause unreasonable injurious results and/or death to Plaintiff, the Defendant continued to market, distribute, and sell CELEBREX® to the public.

19. Defendant Pfizer knew, or should have known that consumers, such as Plaintiff, would foreseeably suffer injuries and/or death as a result of Defendant Pfizer's failure to exercise ordinary care as described above. Moreover, after Defendant Pfizer became aware of the serious risks of ingesting CELEBREX®, it owed a legal duty to Plaintiff, and the general public, to disclose that knowledge. Defendant Pfizer's breach of its duty to disclose this information was a proximate cause of the injuries to the Plaintiff.

20. As a direct and proximate result of the negligence and breach of Defendant Pfizer, Plaintiff sustained a Stroke. Defendant Pfizer owed a duty to Plaintiff to use reasonable care in its actions. Defendant Pfizer's failure to use reasonable care proximately caused Plaintiff's injuries, including medical expenses, lost wages, physical and mental pain, suffering and anguish. The Plaintiff became aware of the dangers of CELEBREX® in 2005 after the national recall of the drug.  
WHEREFORE, the Plaintiff, Melvin Brown, prays for judgment against Defendant, Pfizer Inc., for actual, general, and compensatory damages in the amount of \$5,000,000.00.

## **COUNT II: STRICT PRODUCTS LIABILITY**

21. The Plaintiff adopts and re-alleges paragraphs above as if fully set forth herein.
22. CELEBREX®, as designed, manufactured, sold and/or supplied by Defendant Pfizer, was placed into the stream of commerce by Defendant in a defective and unreasonably dangerous condition taking into consideration the utility of the product and the risks involved with the drug's use.
23. Further, CELEBREX®, as designed, manufactured, distributed, sold and/or supplied by Defendant, was defective in marketing due to inadequate warnings, instructions, and/or labeling.
24. CELEBREX®, as designed, manufactured, distributed, marketed, sold and/or supplied was defective due to inadequate testing.
25. CELEBREX® was defective in design and/or formulation in that, when it left the hands of Defendant and/or its representative, agents or assignees, the foreseeable risks of serious harm posed by this drug far exceeded its alleged benefits. The foreseeable risks of serious harm were so that Plaintiff and the general public, having known of such foreseeable risks and alleged benefits, would not have ingested CELEBREX®.
26. CELEBREX® was also defective due to inadequate warnings and misrepresentations to healthcare professionals. Defendant knew that had healthcare professionals been adequately warned of the serious risks of injury to their patients, healthcare professionals would not have prescribed CELEBREX® to patients.
27. CELEBREX® was defective due to inadequate testing both before and after Defendant became aware of the risks of ingesting the drug.
28. As the producing and direct cause and legal result of the design defect and/or the marketing defect due to the Defendant's failure to warn consumers, as well as the defective condition of the drug as

manufactured and supplied by Defendant and its representatives, Plaintiff suffered injuries and damages as set forth in paragraph 20 above.

WHEREFORE, the Plaintiff, Melvin Brown, prays for judgment against Defendant, Pfizer Inc., for actual, general, and compensatory damages in the amount of \$5,000,000.00.

### **COUNT III: FRAUD**

29. The Plaintiff incorporates by reference all other paragraphs of this Complaint as fully set forth herein and further allege:

30. Defendant Pfizer fraudulently represented to the general public, as well as healthcare professionals, that CELEBREX® was a safe and effective drug. Defendant Pfizer made this representation while knowing that, if healthcare professionals and consumers knew of the serious risks associated with the ingestion of the CELEBREX® drug, they would not prescribe and/or ingest this drug. Defendant Pfizer knew its representations to be false, and Plaintiff relied on Defendant Pfizer's false representations in ingesting CELEBREX®. These fraudulent representations by Defendant Pfizer were proximate cause of Plaintiff's injuries enumerated in paragraph 20 above.

WHEREFORE, the Plaintiff, Melvin Brown, prays for judgment against Defendant, Pfizer Inc., for actual, general, and compensatory damages in the amount of \$5,000,000.00 and \$80,000,000.00 in punitive damages.

### **COUNT IV: NEGLIGENT MISREPRESENTATIONS**

31. The Plaintiff incorporates by reference all other paragraphs of this Complaint as fully set forth herein and further allege:

32. Defendant Pfizer represented and marketed the CELEBREX® drug as being safe and effective. After Defendant Pfizer became aware of the risk of ingesting CELEBREX®, however, Defendant Pfizer failed to communicate to Plaintiff and/or the general public, that the ingestion of this drug could cause a person to suffer a Stroke, or that the CELEBREX® drug could cause a Heart Attack to the person ingesting the drug.

33. Therefore, Plaintiff brings this cause of action against Defendant Pfizer under the theory of negligent misrepresentation for the following reasons:

- a) The Plaintiff incorporates all facts and allegations previously stated in this Complaint;
- b) Defendant Pfizer failed to warn Plaintiff, and other consumers, of the defective condition of the CELEBREX®, as manufactured and/or supplied by Defendant Pfizer;
- c) Defendant Pfizer, individually, and through its agents, representatives, distributors and/or employees, negligently misrepresented material facts about CELEBREX® in that they made such misrepresentations when they knew or reasonably should have known of the falsity of such misrepresentations. Alternatively, Defendant Pfizer made such misrepresentations, without exercising reasonable care to ascertain the accuracy of these representations;
- d) The above misrepresentations were made to Plaintiff, as well as the general public;
- e) Plaintiff and his healthcare provider justifiably relied on Defendant Pfizer's misrepresentations; and
- f) Consequently ingestion of CELEBREX® was to Plaintiff's detriment.

34. As a direct and proximate result of the fraudulent acts and omissions, and misrepresentation of Defendant Pfizer, Plaintiff suffered significant and ongoing injury and damages as set forth in paragraph 20 above.

WHEREFORE, the Plaintiff, Melvin Brown, prays for judgment against Defendant, Pfizer Inc., for actual, general, and compensatory damages in the amount of \$5,000,000.00.

**COUNT V: EXPRESSED WARRANTY FOR GOODS**

35. The Plaintiff incorporates by reference all other paragraphs of this Complaint as fully set forth herein and further allege:

36. Defendant Pfizer breached its express warranty of goods. Defendant Pfizer was a merchant and/or seller of the CELEBREX drug. Defendant Pfizer sold this drug to consumers for the ordinary purpose for which such drugs are used by consumers. Defendant Pfizer owed a legal duty to Plaintiff and the public in general, to disclose its knowledge of the serious risks of ingesting the CELEBREX drug as marketed. As a direct and proximate result of Defendant's breach of warranties, Plaintiff was injured and suffered special, general and compensatory damages as set forth in paragraph 20 above.

WHEREFORE, the Plaintiff, Melvin Brown, prays for judgment against Defendant, Pfizer Inc., for actual, general, and compensatory damages in the amount of \$5,000,000.00.

**COUNT VI: IMPLIED WARRANTY**

**A. WARRANTY OF MERCHANTABILITY.**

37. The Plaintiff incorporates by reference all other paragraphs of this Complaint as fully set forth herein and further allege:

38. Defendant Pfizer breached its implied warranty of merchantability. Defendant Pfizer was a merchant and/or seller of the Celebrex drug. Defendant Pfizer sold this drug to Plaintiff, and other

consumers, for the ordinary purpose for which such drug is used by consumers. Celebrex was defective, or unmerchantable, i.e., not fit for the ordinary purposes for which such drugs are used.

39. As a direct and proximate result of the defect or defects of the drug, Plaintiff suffered significant and ongoing injury and damages as set forth in paragraph 20 above.

**B. WARRANTY OF FITNESS.**

40. The Plaintiff incorporates by reference all other paragraphs of this Complaint as fully set forth herein, and further allege:

41. Defendant Pfizer breached its implied warranty of fitness. Defendant Pfizer sold Celebrex drug, and, at the time of the sale of this drug, Defendant Pfizer knew or had reason to know of a particular purpose for which the drug was to be used. At the time of the sale of the drug to Plaintiff, Defendant Pfizer knew, or had reason to know, that Plaintiff was relying on the skill and judgment of Defendant Pfizer to select or furnish a suitable product for the intended purpose. At the time of sale of the drug to Plaintiff, Defendant Pfizer exercised its skill and judgment in the selection of this drug as safe and effective, and Plaintiff relied thereon. Celebrex was not reasonably fit and/or suitable for the use for which it was selected.

42. Failure of Defendant Pfizer to select and sell a product which, was reasonably safe for its intended use, proximately caused Plaintiff's injuries as set forth in paragraph 20 above.

WHEREFORE, the Plaintiff, Melvin Brown, prays for judgment against Defendant, Pfizer Inc., for actual, general, and compensatory damages in the amount of \$5,000,000.00.

**COUNT VII: UNJUST ENRICHMENT**

43. Plaintiff restates each and every preceding allegation of this Complaint and incorporates each by reference as though set forth in full herein.

44. Defendant Pfizer accepted payment from Plaintiff for the purchase of Celebrex.
45. Plaintiff did not receive a safe and effective drug for which Plaintiff paid.
46. It would not be equitable for Defendant Pfizer to retain this money because Plaintiff did not, in fact, receive a safe and efficacious drug.

WHEREFORE, the Plaintiff, Melvin Brown, prays for judgment against Defendant, Pfizer Inc., for actual, general, and compensatory damages in the amount of Plaintiff's prescription drug.

Respectfully submitted,

THE LAW OFFICES OF PAUL A. WEYKAMP

BY \_\_\_\_\_

Paul A. Weykamp  
Suite 2  
16 Stenersen Lanes  
Hunt Valley, MD 21030  
Telephone: (410) 584-0660  
Email: pweykamp@Weykamplaw.com  
Attorneys for Plaintiff

**PRAYER FOR TRIAL BY JURY**

The Plaintiff prays for a trial by jury on all issues presented herein.

\_\_\_\_\_  
Paul A. Weykamp

Melvin Brown  
3701 Twin Lake Court, Apt. 505  
Baltimore, MD 21244

\* IN THE UNITED STATES  
\* DISTRICT COURT  
\* FOR MARYLAND AT  
\* BALTIMORE

Plaintiff

v.

Pfizer Inc.  
235 East 42nd Street  
New York, NY 10017

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Serve: The Corporation Trust Inc.  
300 E. Lombard St.  
Baltimore, MD 21202

\*  
\*  
\* CIVIL ACTION NO.:  
\*  
\*

Defendant

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Mr./Madam Clerk:

Please prepare writ of summons for private process service on the following:

The Corporation Trust Inc.  
300 East Lombard St.  
Baltimore, Maryland 21202

Respectfully Submitted

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Paul A. Weykamp



JS 44 (Rev. 11-04)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**

Melvin Brown

(b) County of Residence of First Listed Plaintiff Baltimore  
(EXCEPT IN U.S. PLAINTIFF CASES)**DEFENDANTS**

Pfizer Inc.

2007 NOV 20 P 13:04  
New York, NYCounty of Residence of First Listed Defendant  
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
LAND INVOLVED.

Attorneys (If Known)

WDQ 07 CV 3131

(c) Attorney's (Firm Name, Address, and Telephone Number)

Paul A. Weykamp, 16 Stenersen Lane, Hunt Valley, MD 21030  
410-584-0660**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> 1 U.S. Government Plaintiff | <input checked="" type="checkbox"/> 3 Federal Question<br>(U.S. Government Not a Party)          |
| <input checked="" type="checkbox"/> 2 U.S. Government Defendant | <input checked="" type="checkbox"/> 4 Diversity<br>(Indicate Citizenship of Parties in Item III) |

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)  
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance	<b>PERSONAL INJURY</b>	<b>PERSONAL INJURY</b>		
<input checked="" type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input checked="" type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input checked="" type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input checked="" type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<b>PROPERTY RIGHTS</b>	<input type="checkbox"/> 430 Banks and Banking
<input checked="" type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce
<input checked="" type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input checked="" type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input checked="" type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	<b>LABOR</b>	<input type="checkbox"/> 480 Consumer Credit
<input checked="" type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 390 Other Personal Injury	<b>SOCIAL SECURITY</b>	<input type="checkbox"/> 490 Cable Sat TV
<input checked="" type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 410 Fair Labor Standards Act	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 810 Selective Service
<input checked="" type="checkbox"/> 195 Contract Product Liability	<b>CIVIL RIGHTS</b>	<input type="checkbox"/> 412 Employment	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 850 Securities Commodities Exchange
<input checked="" type="checkbox"/> 196 Franchise	<input type="checkbox"/> 413 Housing Accommodations	<b>Habeas Corpus:</b>	<input type="checkbox"/> 863 DIWC DIWW (405(g))	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<b>REAL PROPERTY</b>	<input type="checkbox"/> 414 Welfare	<input type="checkbox"/> 530 General	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 415 Amer. w Disabilities - Employment	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 416 Amer. w Disabilities - Other	<input type="checkbox"/> 540 Mandamus & Other	<b>FEDERAL TAX SUITS</b>	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 240 Torts to Land		<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 245 Tort Product Liability				<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 290 All Other Real Property				<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
				<input type="checkbox"/> 950 Constitutionality of State Statutes

**V. ORIGIN** (Place an "X" in One Box Only)

- |   |   |  |   |  |   |  |
|---|---|--|---|--|---|--|
| <input checked="" type="checkbox"/> 1 Original Proceeding | <input type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstated or Reopened | <input type="checkbox"/> 5 Transferred from another district (specify) | <input type="checkbox"/> 6 Multidistrict Litigation | <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment |
|---|---|--|---|--|---|--|

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Diversity Jurisdiction  
Brief description of cause:  
Pharmaceutical Products Liability Claim

<b>VII. REQUESTED IN COMPLAINT:</b>	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	<b>DEMAND \$</b>	CHECK YES only if demanded in complaint: <b>JURY DEMAND:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
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**VIII. RELATED CASE(S) IF ANY**

(See instructions)

JUDGE

DOCKET NUMBER

DATE

11/13/2007

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IEP

JUDGE

MAG. JUDGE

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

Mr. Melvin Brown,  
Plaintiff(s)

vs.

S U M M O N S

CIVIL ACTION NO. 1:07-cv-03131-WDQ

Pfizer, Inc.

Serve: The Corporation Trust Inc.  
300 Lombard Street, Baltimore, MD 21202

Defendant

TO THE ABOVE NAMED DEFENDANT:

You are hereby summoned and required to serve upon Plaintiff's Attorney, whose address is: Paul A. Weykamp, 16 Stenersen Lane, Suite 2, Hunt Valley, MD 21030, an answer to the complaint which is herewith served upon you, within 60 days after service of this summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Sincerely,

Felicia C. Cannon, Clerk

By:   
Deputy Clerk

DATE: 11/28/07

**NOTICE - This case is subject to electronic filing.**  
Information on electronic filing procedures and how to register to use the electronic filing system can be found at: [www.mdd.uscourts.gov](http://www.mdd.uscourts.gov)

**A CERTIFIED TRUE COPY****JUDICIAL PANEL ON MULTIDISTRICT LITIGATION**

07-3131

**DEC 14 2007**

FILED  
CLERK'S OFFICE  
U.S. DISTRICT COURT  
DISTRICT OF MARYLAND

**UNITED STATES JUDICIAL PANEL  
on  
MULTIDISTRICT LITIGATION**

JAN 14 2008

CLERK'S OFFICE  
AT BALTIMORE

DEPUTY

**IN RE: BEXTRA AND CELEBREX MARKETING, SALES  
PRACTICES AND PRODUCTS LIABILITY LITIGATION**

BY \_\_\_\_\_ DEPUTY  
MDL No. 1699

(SEE ATTACHED SCHEDULE)

**CONDITIONAL TRANSFER ORDER (CTO-91)**

On September 6, 2005, the Panel transferred 30 civil actions to the United States District Court for the Northern District of California for coordinated or consolidated pretrial proceedings pursuant to 28 U.S.C. § 1407. See 391 F.Supp.2d 1377 (J.P.M.L. 2005). Since that time, 1,164 additional actions have been transferred to the Northern District of California. With the consent of that court, all such actions have been assigned to the Honorable Charles R. Breyer.

It appears that the actions on this conditional transfer order involve questions of fact that are common to the actions previously transferred to the Northern District of California and assigned to Judge Breyer.

Pursuant to Rule 7.4 of the Rules of Procedure of the Judicial Panel on Multidistrict Litigation, 199 F.R.D. 425, 435-36 (2001), these actions are transferred under 28 U.S.C. § 1407 to the Northern District of California for the reasons stated in the order of September 6, 2005, and, with the consent of that court, assigned to the Honorable Charles R. Breyer.

This order does not become effective until it is filed in the Office of the Clerk of the United States District Court for the Northern District of California. The transmittal of this order to said Clerk shall be stayed 15 days from the entry thereof. If any party files a notice of opposition with the Clerk of the Panel within this 15-day period, the stay will be continued until further order of the Panel.

Inasmuch as no objection is pending at this time, the stay is lifted.

JAN - 3 2008

CLERK'S OFFICE  
JUDICIAL PANEL ON  
MULTIDISTRICT LITIGATION

FOR THE PANEL:

Jeffrey N. Lathin  
Clerk of the Panel

I hereby certify that the annexed instrument is a true and correct copy of the original on file in my office.  
ATTEST:

RICHARD W. WIEKING  
Clerk, U.S. District Court  
Northern District of California  
  
By \_\_\_\_\_ Deputy Clerk

Date 1-7-08

**UNITED STATES JUDICIAL PANEL  
on  
MULTIDISTRICT LITIGATION**

**CHAIRMAN:**

Judge John G. Heyburn II  
United States District Court  
Western District of Kentucky

**MEMBERS:**

Judge D. Lowell Jensen  
United States District Court  
Northern District of California

Judge Kathryn H. Vratil  
United States District Court  
District of Kansas

**DIRECT REPLY TO:**

Jeffery N. Lüthi  
Clerk of the Panel  
One Columbus Circle, NE  
Thurgood Marshall Federal  
Judiciary Building  
Room G-155, North Lobby  
Washington, D.C. 20002  
  
Telephone: (202) 502-2800  
Fax: (202) 502-2888  
<http://www.jpmi.uscourts.gov>

Judge J. Frederick Motz  
United States District Court  
District of Maryland

Judge David R. Hansen  
United States Court of Appeals  
Eighth Circuit

Judge Robert L. Miller, Jr.  
United States District Court  
Northern District of Indiana

Judge Anthony J. Scirica  
United States Court of Appeals  
Third Circuit

January 3, 2008

U.S. DISTRICT COURT  
DISTRICT OF MARYLAND

JAN 10 2008  
CLERK'S OFFICE  
AT BALTIMORE DEPUTY

BY

Richard W. Wierking, Clerk  
Phillip Burton U.S. Courthouse  
Box 36060  
450 Golden Gate Avenue  
San Francisco, CA 94102-3489

Re: MDL No. 1699 -- IN RE: Bextra and Celebrex Marketing, Sales Practices and Products Liability Litigation

(See Attached CTO-91)

Dear Mr. Wierking:

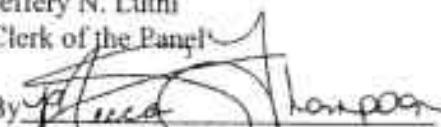
I am enclosing a certified copy and one additional copy of a conditional transfer order filed by the Panel in the above-captioned matter on December 14, 2007. As stipulated in Rule 7.4(a) of the Rules of Procedure of the Judicial Panel on Multidistrict Litigation, 199 F.R.D. 425, 435-36 (2001), transmittal of the order has been stayed 15 days to give any party an opportunity to oppose the transfer. The 15-day period has now elapsed, no opposition was received, and the order is directed to you for filing.

The Panel's governing statute, 28 U.S.C. §1407, requires that the transferee clerk "...transmit a certified copy of the Panel's order to transfer to the clerk of the district court from which the action is being transferred."

A list of involved counsel is attached.

Very truly,

Jeffery N. Lüthi  
Clerk of the Panel

By   
Mecca S. Thompson  
Docket Specialist

Attachment

cc: Transferee Judge: Judge Charles R. Breyer  
Transferor Judges: (See Attached List of Judges)  
Transferor Clerks: (See Attached List of Clerks)

Copy

OFFICE OF THE CLERK  
UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

Richard W. Wieking  
Clerk

450 Golden Gate Avenue  
U.S. DISTRICT COURT  
San Francisco, CA 94102  
415.522.2000

January 7<sup>th</sup>, 2008

Maryland Middle District Court  
101 West Lombard Street  
Baltimore, MD 21201-2605

JAN 10 2008  
CLERK'S OFFICE  
AT BALTIMORE  
BY \_\_\_\_\_ DEPUTY

Re: MDL 05-1699 In re Bextra and Celebrex Marketing, Sales Practices and Products Liability Litigation

Title of Case(s)

Melvin Brown v. Pfizer, Inc.

Your Case Number(s)

C.A. No. 1:07-3131

Dear Clerk:

Enclosed is a certified copy of the order from the Judicial panel on Multidistrict Litigation transferring the above entitled action to the Northern District of California, San Francisco Division. The case has been assigned to the Honorable Charles R. Breyer for coordinated or consolidated pretrial processing pursuant to 28 USC §1407.

Please forward the **original record and a certified copy of the docket entries** in the case listed above along with the enclosed copy of this transmittal letter to:

United States District Court  
Northern District of California  
450 Golden Gate Avenue, P.O. Box 36060  
San Francisco, CA 94102  
Attn: Simone Voltz

If the case is an electronic case filing please do one of the following: 1) e-mail the PDF documents, as separate PDF files, including a PDF copy of the docket sheet to SFmdl\_clerk@cand.uscourts.gov, 2) provide us with a temporary log in and a password to directly access your database and to expedite the downloading of the PDF files we need and/or require, or, 3) if you prefer, on a disc. We appreciate your prompt attention to this matter.

Sincerely yours,  
Richard W. Wieking, Clerk



By: Simone Voltz  
Deputy Clerk

Encl.

1699, CLOSED, XMDL

**U.S. District Court  
District of Maryland (Baltimore)  
CIVIL DOCKET FOR CASE #: 1:07-cv-03131-WDQ  
Internal Use Only**

Brown v. Pfizer, Inc.

Assigned to: Judge William D Quarles, Jr

Cause: 28:1332 Diversity-Product Liability

Date Filed: 11/20/2007

Date Terminated: 01/07/2008

Jury Demand: Plaintiff

Nature of Suit: 365 Personal

Inj. Prod. Liability

Jurisdiction: Diversity

**Plaintiff**

**Mr. Melvin Brown**

represented by **Paul A Weykamp**

Law Offices of Paul A  
Weykamp PA

16 Stenersen Ln Ste 2

Hunt Valley, MD 21030

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*LEAD ATTORNEY  
ATTORNEY TO BE NOTICED*

V.

**Defendant**

**Pfizer, Inc.**

Date		
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Filed	#	Docket Text
11/20/2007	<a href="#">•1</a>	COMPLAINT against Pfizer, Inc. (Filing fee \$ 350. Receipt # 14637021312), filed by Melvin Brown. (Attachments: # <a href="#">1</a> Civil Cover Sheet)(ljs, Deputy Clerk) (Entered: 11/21/2007)
11/20/2007	<a href="#">•</a>	Jury Trial Demand by Melvin Brown. (ljs, Deputy Clerk) (Entered: 11/21/2007)
11/21/2007	<a href="#">•</a>	(Court only) ***Set/Clear Flags (ljs, Deputy Clerk) (Entered: 11/21/2007)
11/28/2007	<a href="#">•2</a>	Summons Issued 60 days as to Pfizer, Inc.. (ljs, Deputy Clerk) (Entered: 11/28/2007)
01/07/2008	<a href="#">•3</a>	ORDERED that this action be administratively closed while the case is pending in the transferee court. Signed by Judge William D Quarles, Jr on 1/4/08. (slf, Deputy Clerk) (Entered: 01/07/2008)
01/07/2008	<a href="#">•</a>	(Court only) ***Civil Case Terminated. (slf, Deputy Clerk) (Entered: 01/07/2008)
01/10/2008	<a href="#">•4</a>	CERTIFIED CONDITIONAL TRANSFER ORDER. Signed by J. Luthi, Clerk of Panel on 1/3/08. (slf, Deputy Clerk) (Entered: 01/10/2008)
01/10/2008	<a href="#">•5</a>	Correspondence from Clerk re: Transfer Order. (slf, Deputy Clerk) (Entered: 01/10/2008)